



Terms and Conditions

1. Introduction

These terms and conditions apply to the E-Autolease product and services (“**E-Autolease**”) supplied to the customer (“**the Customer**”) by Etempa Solutions Limited (“**Etempa**”). Use of E-Autolease by the Customer constitutes acceptance of these terms and conditions.

2. Details of Etempa

Etempa is a company incorporated in England and Wales under company number 08203458.

- Its address is P O Box 93, Otley, West Yorkshire LS21 3XZ.
- Its telephone number is 01943 462182.
- Its email address is etempasolutions@etempa.co.uk.
- Its registered office is The Meridian, 4 Copthall House, Station Square, Coventry, CV1 2FL.

3. E-Autolease

E-Autolease comprises:

- a subscription to use the E-Autolease software,
- a user manual,
- full support,
- periodic updates, and
- if required, optional additional features for additional payment.

Following initial payment by the Customer, normally within two (but in any event within seven) days the Customer will receive:

- a web address where the software can be accessed,
- an admin user name and password, and
- contact details for support and maintenance.

Additional If additional features are required, a delivery date for those features will be given and the features will be made available following payment.

4. Contract Term

The initial contract term is one year. Before the end of the initial year the Customer may:

- Renew for a further year, or
- Take no further action in which case the right to use E-Autolease will cease at the end of the initial contract term.

At the end of subsequent years, the Customer may:

- Renew for a further year, or
- Take no further action in which case the right to use E-Autolease will cease at the end of that year.

5. Termination of the Contract by the Customer

- The Customer may terminate the contract within 14 days of the date of purchase and receive a full refund of payments made within 14 days provided that the Customer has not used E-Autolease to grant any leases.
- After the initial contract term of one year has expired the Customer may terminate the contract at any time with effect from the end of a month by giving prior notice in writing to P O Box 93, Otley, West Yorkshire LS21 3XZ or by email to etempasolutions@etempa.co.uk. The Customer will not be entitled to any refund of payments made.
- The Customer may terminate the contract within one month of receiving notice of a price increase with effect from the end of a month by giving prior notice in writing to P O Box 93, Otley, West Yorkshire LS21 3XZ or by email to etempasolutions@etempa.co.uk. The Customer will not be entitled to any refund of payments made.

6. Pricing

The pricing schedule is set out in the Schedule headed "Pricing Schedule". This will apply until 31 December 2013. Thereafter, prices will be reviewed with effect from 1 January annually and any increase will be notified to the Customer two months before any change. Prices are exclusive of VAT and taxes and Etempa reserves the right to add VAT and taxes if required by law.

7. Payment Method

The Customer will pay by paypal (<http://www.paypal.com>) or by bank transfer or cheque to Etempa. Additionally, the Customer may enter into a standing order at any time.

8. Customer Obligations

The Customer agrees that he/she will:

- Maintain an internet connection for the duration of the contract;
- Act in accordance with the Data Protection Act 1998 and data protection legislation for the duration of the contract with regard to the processing of personal data through E-Autolease;
- Keep the admin name(s) and password(s) confidential;
- Use E-Autolease only for its purpose, namely the granting of leases,
- Use E-Autolease in a responsible manner;
- Provide Etempa with up to date contact details, namely name, address, telephone number and email address; and
- Respond in a timely manner to reasonable communications from Etempa by post or email.

9. Etempa's obligations

- Etempa will grant the Customer a non-exclusive non-assignable licence to use E-Autolease.
- Etempa will take reasonable measures to provide E-Autolease but will not be liable for any failure to provide the service which arises from any matter or circumstance beyond its control. Subject to this, if E-Autolease is unavailable to the Customer for more than seven business days in a calendar month, Etempa will make the Customer a refund of £75.
- Etempa will provide updates to E-Autolease from time to time and may make changes to it.
- Etempa will keep data provided by the customer confidential and will not disclose it to a third party other than as may be required by law or by any authority or for Etempa's reasonable business purposes or with the Customer's consent.
- Etempa will act in accordance with the Data Protection Act 1998 and data protection legislation with regard to any data processing which it carries out on behalf of the Customer.

10. Warranty given by Etempa

Etempa warrants that E-Autolease provides a system to automate lease creation relating to student lettings and management of data involved in this process, but otherwise excludes any express or implied warranties as to merchantability or fitness for any other purpose or for any special requirements of the Customer, unless and to the extent that Etempa has provided additional features for a specific purpose.

11. Indemnity given by Customer

The Customer agrees to indemnify Etempa and its agents and employees against any loss, costs and fees incurred as a result of the misuse of E-Autolease or its use in an adverse manner.

12. Termination of the Contract by Etempa

- Etempa may terminate the contract with immediate effect if it determines in its discretion that the Customer has misused E-Autolease or used it in an adverse manner.
- Etempa may terminate the contract with immediate effect if the Customer has not made any payment which is due within 30 days of the due date.
- Etempa may terminate the contract for any reason by giving three months written notice to the Customer prior to his/her annual renewal date.

13. Exclusion of liability of Etempa

To the extent permitted by law, Etempa's liability to the Customer in contract or tort or otherwise shall be limited to the amount paid by the Customer for E-Autolease over the 12 month period preceding the date on which notice of the claim is first given to Etempa.

14. Notices

- Any notice to be served on Etempa shall be deemed to be validly served two days after being posted first class (or airmail if from outside the UK) with the correct postage addressed to PO Box 93, Otley, West Yorkshire, LS21 3XZ. Alternatively, any notice shall be deemed to be validly served 24 hours after being sent by email to etempasolutions@etempa.co.uk provided that the email is not returned as undeliverable.
- Any notice to be served on the Customer shall be deemed to be validly served two days after being posted first class (or airmail if to outside the UK) with the correct postage addressed to the last address for the Customer held by Etempa. Alternatively any notice shall be deemed to be validly served 24 hours after being sent by email to the last known email address of the Customer provided that the email is not returned as undeliverable.

15. Governing Law

This contract is governed by the law of England and Wales and all disputes shall be subject to the exclusive jurisdiction of the English courts.

Schedule – Pricing Package

Start Up Package

All new customers begin their subscription with the start up package, lasting 1 year.

Number of Properties	1 Payment	12 Monthly Payments
5	£250	£25 per month
10	£450	£45 per month
20	£695	£69 per month
30	£850	£85 per month
Unlimited	£995	£95 per month

Ongoing Subscription Package

After your initial 1 year starter package, you will be asked if you wish to continue with your subscription to E-Autolease.

Number of Properties	Yearly Payment	Monthly Payments
5	£100	£10 per month
10	£180	£18 per month
20	£270	£27 per month
30	£330	£33 per month
Unlimited	£400	£40 per month

Extra Features

Extra features for your software, which can be purchased at any time.

Feature	One Off Cost
Software Customisation (Colours and logos)	£150
Data Entry (We enter your startup data into the software)	£100 per 50 properties
Access Software from your Own Domain (www.mysite.com)	£10 + Cost of Domain
Additional Features	Negotiable